

AGREEMENT FOR OCCUPATIONAL HEALTH SERVICES

This Agreement for Occupational Healthcare Services (the "Agreement") is made and entered into as of the ____ day of _____ 2008, by and between Concentra Inc., a Nevada corporation, d/b/a Concentra Medical Centers ("Concentra") and West Valley City ("Client").

WITNESSETH:

WHEREAS, Concentra is in the business of providing certain occupational healthcare services, as described herein (the "Services"); and

WHEREAS, Client desires to engage Concentra, and Concentra desires to accept such engagement, to provide the Services with respect to Client's employees, on the terms and conditions set forth in this Agreement;

NOW, THEREFORE, and in consideration of the mutual covenants and agreements set forth herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

1. Services. During the term of this Agreement, Concentra shall provide the Services described on **Schedule I** hereto with respect to Client employees as designated by Client.
2. Compensation. In consideration of Concentra's provision of the Services pursuant to Section 1, Client shall pay Concentra in accordance with the fee schedule set forth on **Schedule I** hereto. Concentra shall invoice Client no more frequently than weekly, and Client shall remit payment to Concentra within thirty (30) days of receipt of invoice. Any payment that is not made by Client within thirty (30) days of receipt of Concentra's invoice shall bear interest at the rate of one and one-half percent (1.5%) per month, or, if lesser, the maximum rate permitted by applicable law.
3. Term and Termination.
 - (a) The initial term of this Agreement shall be a period of one (1) year commencing on the date first set forth above. Thereafter, this Agreement shall be automatically renewed for successive additional terms of one (1) year each, unless either party gives the other party notice of non-renewal at least sixty (60) days prior to the end of the initial or any renewal term, as the case may be.
 - (b) Anything herein to the contrary notwithstanding, either party may terminate this Agreement at any time, without cause, upon not less than sixty (60) days prior written notice to the other party.
 - (c) Anything herein to the contrary notwithstanding, either party may terminate this Agreement immediately upon written notice to the other party in the event of such other party's breach of a material provision of this Agreement which remains uncured for a period of thirty (30) days following receipt of written notice specifying the breach complained of.
 - (d) With respect to services performed prior to termination, each party shall pay the other party hereunder for work actually performed. Except for termination of the obligations to perform further services and to compensate for such services, the terms and conditions of this Agreement shall continue and survive any termination of this Agreement.

4. Compliance With Laws. In the performance of its duties and obligations pursuant to this Agreement, Concentra shall comply with all laws, rules, and regulations applicable to Concentra in connection therewith.
5. Performance Standards. In the performance of its duties and obligations pursuant to this Agreement, Concentra will act in accordance with the standards and practices of care, skill, and diligence customarily observed by similar firms under similar circumstances at the time Concentra's services are rendered hereunder.
6. Insurance. Concentra shall procure and maintain at its sole cost and expense all insurance coverage required by applicable law and by customary business practices for the performance of the Services. At a minimum, such coverage shall include:
 - (a) workers' compensation insurance at statutory limits;
 - (b) general liability insurance with limits of not less than \$1 million each medical incident and \$3 million in the aggregate, and
 - (c) professional liability insurance with limits of not less than \$1 million per medical incident and \$10 million excess liability.

Upon written request of Client, Concentra shall provide a certificate of insurance evidencing the foregoing coverage.

7. Confidentiality. Concentra shall maintain the confidentiality of all patient medical records, communications, data, and information relating to or obtained in the performance of this Agreement in accordance with applicable law.
8. Indemnification.
 - (a) Each party hereby covenants and agrees to indemnify, defend, and hold harmless the other party, and such other party's officers, directors, employees, and affiliates, from and against any and all liability, loss, cost, or expense (including, without limitation, reasonable attorneys' fees), arising out of or in connection with the negligence or misconduct of the indemnifying party in the performance of its duties and obligations pursuant to this Agreement.
 - (b) The party seeking indemnification shall promptly notify in writing the party from whom indemnification is sought of any claim asserted against it for which such indemnification is sought, and shall promptly deliver to the party from whom indemnification is sought a true copy of any such claim including, but not limited to, a true copy of any summons or other process, pleading, or notice issued in any lawsuit or other proceeding to assert or enforce such claim. Where acceptance of its obligation to indemnify is deemed proper by the indemnifying party, said party reserves the right to control the investigation, trial, and defense of such lawsuit or action (including all negotiations to effect settlement) and any appeal arising therefrom and to employ or engage attorneys of its own choice.
 - (c) The party seeking indemnification may, at its own cost, participate in such investigation, trial, and defense of such lawsuit or action and any appeal arising therefrom. The party seeking indemnification and its employees, agents, servants, and representatives shall provide full cooperation to the indemnifying part at all times during the pendency of the claim or lawsuit, including without limitation, providing them with all available information with respect thereto.

9. Miscellaneous.

(a) Entire Agreement; Amendment. This Agreement contains the entire agreement and understanding of the parties with respect to the subject matter hereof, and supersedes any and all prior agreements, understandings, and arrangements, written or oral, between the parties hereto regarding the subject matter hereof. This Agreement may be amended only by a written instrument executed by both parties.

(b) Notices. All notices required or permitted under this Agreement shall be in writing and shall be personally delivered or sent by certified mail, return receipt requested, addressed as follows:

If to Concentra: Concentra Inc.
5080 Spectrum Drive, Suite 1200 - West Tower
Addison, Texas 75001
Attention: Office of General Counsel

If to Client: West Valley City
3600 S Constitution Blvd
West Valley City, Utah 84119
Attention: Paul Issac or Shirlayne George

Either party may change its address to which notice shall be sent by a written notice sent in accordance with this Section 9(b).

(c) Force Majeure. Neither party shall be liable for failure to perform any duty or obligation that either may have under this Agreement where such failure has been occasioned by any act of God, fire, strike, inevitable accident, war, or any cause outside the reasonable control of the party who had the duty to perform.

(d) Waiver. The failure of either party to exercise or enforce any right conferred upon it hereunder shall not be deemed to be a waiver of any such right, nor operate to bar the exercise or performance thereof at any time or times thereafter, nor shall its waiver of any right hereunder at any given time, including rights to any payment, be deemed a waiver thereof for any other time.

(e) Assignment; Binding Effect. Neither party may assign this Agreement, or any of its respective rights or obligations hereunder, to any other person or entity, without the prior written consent of the other party. Subject to the foregoing, this Agreement inures to the benefit of, and is binding upon, the parties hereto and their respective successors and assigns.

(f) Severability. If any provision of this Agreement is held to be illegal, invalid, or unenforceable by a court of competent jurisdiction, the parties shall, if possible, agree on a legal, valid, and enforceable substitute provision that is as similar in effect to the deleted provision as possible. The remaining portion of the Agreement not declared illegal, invalid, or unenforceable shall, in any event, remain valid and effective for the term remaining unless the provision found illegal, invalid, or unenforceable goes to the essence of this Agreement.

(g) Governing Law. This Agreement shall be governed by, and construed and enforced in accordance with, the laws of the State of Utah.

(h) Legislative Modification. Notwithstanding any other provision to the contrary: (a) in the event that any federal, state, or local law, rule, regulation, or interpretation thereof at any time during the term of this Agreement prohibits, restricts, or in any

way materially changes the method or amount of reimbursement or payment for services under this Agreement, then this Agreement shall, in good faith, be amended by the parties to provide for payment of compensation in a manner consistent with any such prohibition, restriction, or limitation, and (b) with respect to any law, rule, regulation, or interpretation thereof which results in a material increase in the cost of services provided by Concentra hereunder, Concentra shall have the right to increase its fees to reach that level of prices at which it is willing to provide services hereunder. With respect to any other prohibition, restriction, or change that causes this Agreement to be impermissible or materially different in its effect than contemplated herein, the parties hereto will, in good faith, negotiate and amend this Agreement to cause their relationship to be as consistent as possible with that which is created herein; if this Agreement is not so amended in writing prior to the effective date of said prohibition, restriction, or change, either party may terminate this Agreement upon written notice to the other party.

- (i) Section Headings. Section headings contained in this Agreement are for convenience of reference only and shall not affect, in any way, the meaning or interpretation of this Agreement.

[Remainder of Page Intentionally Left Blank]

IN WITNESS WHEREOF, the undersigned have executed this Agreement as of the date first set forth above.

CONCENTRA INC.

By: _____

Name: _____

Title: _____

WEST VALLEY CITY

By: _____

Name: _____

Title: _____

APPROVED AS TO FORM
West Valley City Attorney's Office

By: RCATTEH

Date: 5/14/08

SCHEDULE I

SERVICES AND COMPENSATION

Basic Components

Service	Price
DOT Examination and Recertification	\$34.00

Service	Price
DOT Regulated Drug Screen	\$42.50

Service	Price
Non Regulated Drug Screen	\$33.50

Baseline Fire Fighter Exam

Service	Price
Base Line Fire Fighter Exam	\$34.00
Height/Weight/Vitals/UA Dip	No Charge
Vision Titmus	\$15.00
Non Regulated Drug Screen	\$33.50
CBC W/Diff	\$26.60
Lipid	\$22.00
SMAC	\$20.00
HIV	\$25.00
TB	\$18.00
Tetanus	\$47.00
Hepatitis A Vaccine	\$67.00
Hepatitis B Vaccine	\$63.00
Hepatitis B Titer	\$32.00
Hepatitis C Antibody	\$34.00
Pulmonary Function Test(PFT)	\$23.00
Audiogram	\$15.00
Chest X-ray(CXR)	\$39.00
Stress Test	\$175.00
DOT Trans	No Charge

Hazmat Exam

Service	Price
Hazmat Exam	\$49.00
Height/Weight/Vision/Vitals/UA-micro	Included
CBC	\$26.60
Lipid	\$22.00
SMAC	\$20.00

Pulmonary Function Test	\$23.00
EKG	\$33.00
Chest X Ray	\$39.00
TB	\$18.00

Baseline Police Exam

Service	Price
Police Exam	\$34.00
Height/Weight/Vitals/UA Micro	Included
Vision	
Non Regulated Drug Screen	\$30.00
CBC	\$26.60
Lipid	\$22.00
SMAC	\$20.00
Hepatitis B Vaccine	\$63.00
Hepatitis B Titer	\$32.00
HIV	\$25.00
PFT	\$23.00
Audio	\$15.00
Chest X-Ray	\$39.00
EKG	\$33.00
PSA	\$47.70

Respirator Exam

Service	Price
Exam	\$39.00
PFT	\$23.00

Vision Titmus

Service	Price
Vision Titmus	\$14.00